Proposed Hearing Date and Time: March 9, 2011 at 9:30 a.m. Proposed Objection Date and Time: March 2, 2011 at 4:00 p.m.

CULLEN AND DYKMAN LLP 100 Quentin Roosevelt Boulevard Garden City, New York 11530 (516) 357-3700 C. Nathan Dee, Esq. (CD 9703) Elizabeth Usinger, Esq. (EI 2896)

Attorneys for Reorganized Debtors		
UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK		
In re:	Chapter 11	
GLOBAL CONTAINER LINES LTD., et al.,	Case Nos.	09-78585 (AST 09-78584 (AST 09-78589 (AST 09-78586 (AST 09-78587 (AST 09-78588 (AST 09-78590 (AST
Debtors.		

PLEASE TAKE NOTICE that on Wednesday, March 9, 2011 at 9:30 A.M., or as soon thereafter as counsel can be heard, Global Container Lines Ltd., (the "Debtors" or "Global"), by and through their undersigned counsel will move (the "Motion") before the Honorable Alan S. Trust, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Eastern District of New York, located at 290 Federal Plaza, Courtroom 960, Central Islip, New York, 11722 for an Order pursuant to Rules 2002 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for an Order Approving the Debtors Stipulation of Settlement with Triton Container International Limited ("Triton") that resolves the Debtors objections to Triton's claims which arise out of certain lease and purchase agreements.

PLEASE TAKE FURTHER NOTICE, that a copy of the Motion is available for inspection during normal business hours at the office of the Clerk of the United States

Bankruptcy Court located at 290 Federal Plaza, Central Islip, New York, 11722, or may be obtained by contacting the undersigned counsel.

PLEASE TAKE FURTHER NOTICE, objections to the Debtors' Motion, if any, shall be filed as follows: (A) (i) through the Bankruptcy Court's electronic filing system in accordance with General Order N-182, which may be accessed through the internet at the Bankruptcy Court's website: www.nyeb.uscourts.gov using Netscape Navigator software version 3.0 or higher; (ii) portable document format (PDF) using Adobe Exchange software for conversion; or (B) for parties unable to file electronically, such parties shall file the objection in PDF format on a diskette in an envelope with a case name, case number, type and title of document, document number to which the objection refers, and the file name on the outside of the envelope; or (C) for parties unable to file electronically or use PDF format, those parties shall submit the objection on diskette in either Word, Word Perfect of DLS text (ASCII) format. An objection filed by a party with no legal representation shall comply with section (B) or (C) as set forth in this paragraph.

PLEASE TAKE FURTHER NOTICE that a hard copy of an objection, if any, shall be (a) served upon (i) Debtors' counsel, Cullen and Dykman LLP, 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, Attention: C. Nathan Dee, Esq.; (ii) Counsel for the Official Committee of Unsecured Creditors, LaMonica, Herbst & Mansicalco, LLP, 3305 Jerusalem Avenue, Wantagh, New York 11793, Attn: Adam P. Wofse, Esq.; (iii) the Office of the United States Trustee, 290 Federal Plaza, Central Islip, New York, 11722, Attention: Stan Yang, Esq.; and (b) filed with the Clerk of the Bankruptcy Court located at 290 Federal Plaza, Courtroom

Case 8-09-78585-ast Doc 266 Filed 02/11/11 Entered 02/11/11 13:58:23

960, Central Islip, New York, 11722 so as to be received no later than **March 2, 2011 at 4:00** p.m.

Dated: Garden City, New York February 10, 2011

CULLEN AND DYKMAN LLP Counsel for Reorganized Debtors

By <u>s/ Nathan Dee</u>

C. Nathan Dee (CD 9703) Elizabeth Usinger (EI 2896) 100 Quentin Roosevelt Boulevard Garden City, New York 11530 (516) 357-3700 Proposed Hearing Date and Time: March 9, 2011 at 9:30 a.m. Proposed Objection Date and Time: March 2, 2011 at 4:00 p.m.

Cullen and Dykman LLP 100 Quentin Roosevelt Boulevard Garden City, New York 11530 (516) 357-3700 C. Nathan Dee, Esq. (CD 9703) Elizabeth Usinger, Esq. (EI 2896)

Attorneys for Reorganized Debtors

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF NEW YORK		
In re:	Chapter 11	
GLOBAL CONTAINER LINES LTD., et al.,	Case Nos.	09-78585 (AST) 09-78584 (AST) 09-78589 (AST) 09-78586 (AST) 09-78587 (AST) 09-78588 (AST) 09-78590 (AST)
Debtors.		
A		

# MOTION OF REORGANIZED DEBTORS PURSUANT TO BANKRUPTCY RULES 2002 AND 9019 FOR AN ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN THE DEBTORS AND TRITON CONTAINER INTERNATIONAL LIMITED

TO THE HONORABLE ALAN S. TRUST, UNITED STATES BANKRUPTCY JUDGE:

Global Container Lines Limited, et al., the reorganized debtors herein ("Global" or the "Debtors") by their attorneys Cullen and Dykman LLP, hereby move (the "Motion") for an order pursuant to Bankruptcy Rules 2002 and 9019 approving the Debtors stipulation (the "Stipulation") with Triton Container International Limited ("Triton"). Pursuant to the terms of the Stipulation, the parties have resolved the Debtors objection to certain proofs of claim filed by

Triton arising out of and related to certain lease and purchase agreements (the "Leases").

Pursuant to the Stipulation, Triton shall have an allowed Class 3 General Unsecured Claim against the Debtor in the total amount of \$236,588.78, which shall be treated in all respects as a Class 3 claim under Article V, Section 5.3 of the Plan. In further support of this Motion, Global respectfully represents as follows:

#### I. JURISDICTION

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

#### II. BACKGROUND

- 2. On November 11, 2009 (the "Petition Date"), Global and a number of affiliated entities filed voluntary petitions for relief under the Bankruptcy Code in the United States

  Bankruptcy Court for the Eastern District of New York.
- 3. The Debtors remain in possession of their property and continue in the operation and management of their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.
- 4. By Order dated November 17, 2009, the Court authorized the joint administration of the Debtors' Chapter 11 cases pursuant to Rule 1015(b) of the Bankruptcy Rules.
- 5. On or about December 29, 2009, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors in these cases, which has retained LaMonica Herbst & Maniscalco as its counsel.

- 6. On September 17, 2010, after notice and a hearing, the Court entered and order confirming (the "Confirmation Order") Global's Second Amended Plan of Reorganization (the "Plan").
- 7. Pursuant to the Plan and Confirmation Order, among other things, the Reorganized Debtors have been authorized to recover and liquidate any assets of the Global and/or to file, settle, compromise or litigate objections to any claims asserted against the Debtors.
- 8. Prior to the Petition Date, Triton leased equipment to Debtors pursuant to the Leases. Among other things, the Leases provided for the payment of certain set amounts to Triton in the event that any containers were lost or sold by the Debtor.
- 9. On December 7, 2009, the Debtors filed a motion to reject certain equipment leases and executory contracts, including the Lease, which motion the Court subsequently granted pursuant to an Order dated January 12, 2010.
- 10. On March 11, 2010, Triton filed Claim No. 47 in the Debtors' case in the amount of \$383,987.24 (the "Original Claim"), and thereafter on November 12, 2010 filed an amended Claim No. 47-2, which increased the amount of the Original Claim to \$398,010.33 ("Amended Claim" and together with the Original Claim, the "Triton Claim").
- 11. On or about November 17, 2010, the Debtors filed their objection (the "Objection) to the Triton Claim asserted against the Debtors.
- 12. The Debtors and Triton subsequently entered into negotiations and settlement discussions regarding the ultimate resolution of the objections and Triton Claim and, pursuant to those discussions and as described herein, the parties have agreed to resolve the Triton Claim.

#### III. TERMS OF THE STIPULATION

- 13. Subject to the Court's approval, the Parties have agreed to resolve their disputes relating to the Triton Claim. Attached hereto as Exhibit A is the Stipulation entered into between the Debtors and Triton, the major terms of which include the following:
  - The Triton Claim shall be allowed as a Class 3 general unsecured claim against the Debtors in the total amount of \$236,588.78, and shall be treated in all respects as a Class 3 claim under Article V, Section 5.3 of the Plan; and
  - Upon entry of the Bankruptcy Court of a final order approving this stipulation, the Debtors and Triton release and discharge each other from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, liabilities and expenses (including attorney's fees and costs), whether known or unknown, relating to or arising out of the Triton Claim and the Leases, except for the Debtors' obligation to make payment to Triton on account of the Triton Claim as set forth herein and pursuant to the Plan.

#### IV. THE STANDARDS FOR APPROVAL OF THE STIPULATION

- 14. The Debtors respectfully request that the Court approve the Stipulation. Rule 9019(a), which governs the approval of compromises and settlements, provides, in relevant part:

  [A]fter notice and a hearing, the court may approve a compromise or settlement."
- 15. The Supreme Court has held that approval of a settlement requires a finding that the settlement is fair and equitable. Protective Committee for Independent Stockholders of TMT Trailer Ferry v.Anderson, 390 U.S. 414, 424 (1968). In exercising its discretion regarding the approval of a compromise, a court will consider several factors in determining whether the compromise is reasonable. These factors include the likelihood of success in the litigation, the complexity and cost of the litigation, and the interests of creditors. See Cossoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599 (2d Cir.), cert. denied, 464 U.S. 822 (1983); Saccurato v.

<sup>&</sup>lt;sup>1</sup> The summary set forth in this Motion is not intended to be a substitute for the terms of the Stipulation, which contains additional terms and provisions, to the extent of any conflict between the terms of this Motion and the terms of the Stipulation, the terms of the Stipulation shall control. Any capitalized terms not otherwise defined herein shall have the same meanings as those ascribed to such terms in the Stipulation.

Masters, Inc. (In re Masters, Inc.), 149 B.R. 289, 292 (E.D.N.Y. 1992). At the same time, the bankruptcy court must bear in mind that "the law favors compromise." Magill v. Springfield Marine Bank (In re Heissinger Resources Ltd.), 67 B.R. 378, 383 (C.D. Ill. 1986).

16. In passing upon a proposed settlement "the bankruptcy court does not substitute its judgment for that of the trustee." Depo v. Chase Lincoln First Bank, N.A., 77 B.R. 381, 384 (N.D.N.Y. 1987), aff'd, 863 F.2d 45 (2d Cir. 1988); accord, In re Carla Leather, Inc., 44 B.R. 457 (Bankr. S.D.N.Y. 1984), aff'd, 50 B.R. 764 (S.D.N.Y. 1985). The bankruptcy court is to "canvass the issues and see whether the settlement 'fall[s] below the lowest point in the range of reasonableness.'" W.T. Grant Co., 699 F.2d at 608 (quoting Newman v. Stein, 464 F.2d 689, 693 (2d Cir.), cert. denied, Benson v. Newman, 409 U.S. 1039 (1972)). In passing upon the reasonableness of a proposed compromise, the court "may give weight to the opinions of the Trustee, the parties and their counsel. . . ." In re Bell & Beckwith, 77 B.R. 606, 612 (Bankr. N.D. Ohio), aff'd, 87 B.R. 472 (N.D. Ohio 1987).

#### V. GROUNDS FOR APPROVAL OF THE STIPULATION

17. The Debtors believe that the value of the Stipulation to the Debtors' estate exceeds the lowest level of reasonably expectable litigation results and is fair and equitable and in the best interests of the estate and its creditors because, among other reasons, the proposed Stipulation is a fair and reasonable resolution of the dispute with Triton. Among other things, the proposed settlement amount represents a \$161,421.55 reduction of the amount allegedly due and owing Triton pursuant to the Triton Claim. Additionally, the settlement amount is also consistent with the Debtors books and records and the Court's January 12, 2010 Order. Court approval of the Stipulation will permit the Debtors to avoid the time, expense and uncertainty of further litigation with respect to their dispute with Triton.

18. As the compromise proposed in the Stipulation fairly balances "the value of the claim that is being compromised against the value to the estate of the acceptance of the compromise proposal," it is well within the bounds of this Court's discretion to approve. Myers v. Martin (In re Martin), 91 F.3d 389 (3d Cir. 1996). Therefore, as set forth above, good and sufficient grounds exist for the Court's approval of the Stipulation.

#### VI. CONCLUSION

19. Based on the foregoing, the Debtors believe that the Stipulation is well within the range of reasonableness and confers a substantial benefit on the Debtors' estate. Accordingly, the Debtors respectfully request that this Court approve the Stipulation.

#### VII. NOTICE

20. Subject to the approval of the Court, the Debtors shall serve notice of the Motion and proposed Stipulation on (i) the United States Trustee, (ii) counsel to Triton (iii) counsel to the Committee, (iv) the Debtors' top twenty creditors and (v) all other parties who have either filed a notice of appearance or are entitled to notice pursuant to Fed. R. Bank. P. 2002. The Debtors believe such service provides sufficient notice in light of the nature of the relief requested and request that the Court approve such notice.

#### VIII. NO PRIOR REQUEST

- 21. No prior request for relief requested in this Motion has been made.
- 22. Since this Motion presents no novel issue of law and contains a brief discussion of relevant case law, the Debtors respectfully request that the Court waive the requirement of Local Bankruptcy Rule 9013-1(b).

WHEREFORE, the Debtors respectfully requests that the Court enter an Order

- (i) granting the Motion and so-ordering the Stipulation; and
- (ii) granting such other and further relief as the Court deems just and proper.

Dated: Garden City, New York February 10, 2011

> CULLEN AND DYKMAN LLP Attorneys for Reorganized Debtors

By: <u>s/ Nathan Dee</u>

C. Nathan Dee (CD 9703) Elizabeth Usinger (EI 2896) 100 Quentin Roosevelt Boulevard Garden City, New York 11530 (516) 296-9106 Case 8-09-78585-ast Doc 266 Filed 02/11/11 Entered 02/11/11 13:58:23

### EXHIBIT A

CULLEN AND DYKMAN LLP Attorneys for Debtors 100 Quentin Roosevelt Boulevard Garden City, New York 11530 (516) 357-3700 C. Nathan Dee, Esq. (CD 9703) Elizabeth Usinger, Esq. (EI 2896) Counsel for Reorganized Debtor

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK		
In re:	Chapter 11	
GLOBAL CONTAINER LINES LTD., et al.,	Case Nos.	09-78585 (AST) 09-78584 (AST) 09-78589 (AST) 09-78586 (AST) 09-78587 (AST) 09-78588 (AST) 09-78590 (AST)
Dehtors		

## STIPULATION RESOLVING CLAIM NO. 47 FILED BY TRITON CONTAINER INTERNATIONAL LIMITED

Global Container Lines Limited, et al., the reorganized debtor herein ("Global" or the "Debtor") and Triton Container International Limited ("Triton"), by and through their undersigned counsel hereby agree and stipulate as follows:

WHEREAS, on November 10, 2009 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court; and

WHEREAS, on November 30, 2009, the Debtor filed its Schedules of Assets and Liabilities and on April 16, 2010 filed amended Schedules (collectively, the "Schedules"); and

WHEREAS, pursuant to an Order dated February 5, 2010 (the "Bar Date Order"), the Court fixed March 12, 2010 (the "Bar Date") as the last date upon which entities holding claims against the Debtor arising prior to the Petition Date must file a proof of such claim; and

WHEREAS, on March 11, 2010, Triton filed Claim No. 47 in the Debtor's case in the amount of \$383,987.24 (the "Original Claim"); and

WHEREAS, on November 12, 2010, Triton filed an amended Claim No. 47-2 ("Amended Claim" and together with the Original Claim, the "Triton Claim") which increased the amount of the Original Claim to \$398,010.33; and

WHEREAS, Triton was an equipment lessor to the Debtor pursuant to certain lease and purchase agreements by and between the Debtor and Triton, as amended from time to time (the "Leases"); and

WHEREAS, on December 7, 2009, the Debtor filed a motion to reject certain equipment leases and executory contracts, including the Leases, which motion the Court subsequently granted pursuant to an Order dated January 12, 2010;

WHEREAS, by Order dated September 17, 2010, the Debtor's Second Amended Chapter 11 Plan of Reorganization dated August 18, 2010 (the "Plan") was confirmed by the Court under section 1129 of the Bankruptcy Code (the "Confirmation Order"); and

WHEREAS, pursuant to the Plan and Confirmation Order, among other things, the Debtor has been authorized to file, settle, compromise or litigate objections to any claims asserted against the Debtor; and

WHEREAS, under the Plan and Confirmation Order, all of the Debtor's assets and liabilities were substantively consolidated for the purposes of distribution under the Plan; and WHEREAS, on or about November 17, 2010, the Debtor filed its objection to the Triton

Claim asserted against the Debtor; and

WHEREAS, the Debtor and Triton subsequently entered into negotiations and settlement discussions regarding the ultimate disposition of the Triton Claim; and

WHEREAS, the Debtor and Triton agree that the Triton Claim shall be resolved pursuant to the terms set forth herein.

**NOW**, **THEREFORE**, the Debtor and Triton hereby stipulate and agree, subject to the Court's approval, as follows:

- 1. The Triton Claim shall be allowed as a Class 3 General Unsecured Claim<sup>1</sup> against the Debtor in the total amount of \$236,588.78, and shall be treated in all respects as a Class 3 claim under Article V, Section 5.3 of the Plan.
- 2. Upon entry of the Bankruptcy Court of a final order approving this stipulation, the Debtor and Triton release and discharge each other from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, liabilities and expenses (including attorney's fees and costs), whether known or unknown, relating to or arising out of the Triton Claim and the Lease, except for the Debtor's obligation to make payment to Triton on account of the Triton Claim as set forth herein and pursuant to the Plan.
- 3. This Stipulation is subject to the approval of the Court and shall be of no force and effect unless and until approved by the Court.
- 4. Each person who executes this Stipulation represents that he or she is duly authorized to execute this Stipulation on behalf of the respective parties hereto and that each such party has full knowledge and has consented to this Stipulation.

<sup>&</sup>lt;sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

- This Stipulation constitutes the complete and exclusive agreement of the parties 5. with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties with respect to such subject matter.
- Subject to an order of the Court approving this Stipulation, this Stipulation shall 6. be binding upon and inure to the benefit of the parties, and their respective administrators, representatives, successors and assigns.
- This Stipulation shall be governed by and construed in accordance with the 7. substantive law of the state of New York, and shall have the force and effect of an instrument executed and delivered under seal under the law of the state of New York.
- This Stipulation may be executed in counterparts, each of which shall be deemed 8. to be an original, and all such counterparts together shall constitute one and the same instrument. This Stipulation may be executed by facsimile.
- The Bankruptcy Court shall retain jurisdiction to resolve any dispute arising under 9. or in connection with this Stipulation.

Reorganized Debtor

By its counsel,

C. Nathan Dee, Esq. (CD 9703) Cullen and Dykman LLP

100/Quentin Roosevelt Blvd

Garden City, New York 11350

Dated: February 1, 2011 Garden City, New York

Triton Container International Limited

Tødd L. Padnos, Esq.

Dewey & LeBoeuf LLP

1950 University Avenue, Suite 500

East Palo Alto, CA 94303

Dated: February 7, 2011 East Palo Alto, CA

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK		
In re:	Chapter 11	
GLOBAL CONTAINER LINES LTD., et al.,  Debtors.		09-78584 (AST) 09-78589 (AST) 09-78586 (AST) 09-78587 (AST) 09-78588 (AST) 09-78590 (AST)
<u> </u>	, ,	mmstered)
STATE OF NEW YORK ) ) ss.: COUNTY OF NASSAU )		
CYNTHIA ROBLES, being duly sworn, depose That she is over the age of 21 years, resides in action.	-	ew York and is not a party to this

That on the 11th day of February, 2011, I served the Notice of Motion and Motion of Reorganized Debtors Pursuant to Bankruptcy Rules 2002 and 9019 For an Order Approving Settlement Agreement between the Debtors Triton Container International Limited with attached Exhibit via regular mail by depositing a true copy thereof in a properly sealed wrapper in a depository maintained by the United States Postal Service located on the premises at Garden City Center, 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, addressed as follows:

#### PLEASE SEE ATTACHED LIST

That being the address(es) designated on the latest papers served by them in this action.

CYNTHIA ROBLES

Sworn to before me this 11<sup>th</sup> day of February, 2011.

otary Public

JANETS: UMPHRED
Notary Public, State Of New York
No. 01UM4818081
Qualified In Suffolk County
Term Expires 4/30/

DeWitt Stern, Imperatore Harborside Fin. Center Plaza Five Suite 1510 Jersey City, NJ 07311 Gilmore Shipping Corp. 100 Quentin Roosevelt Boulevard Garden City, NY 11530

Global Container Line Ltd 100 Quentin Roosevelt Blv Garden City, NY 11530 Global Container Line Ltd 100 Quentin Roosevelt Boulevard Garden City, NY 11530

Global Progress LLC 100 Quentin Roosevelt Blv Garden City, NY 11530 Global Prosperity LLC 100 Quentin Roosevelt Blv. Garden City, NY 11530

KeyBank National Association 66 South Pearl Street Attn:Richard B. Saulsbery Albany, NY 12207 Merrill Marine Services 7909 Big Bend Boulevard Saint Louis, MO 63119

National Bank of Pakistan 100 Wall Street New York, NY 10005 Shiptrade, Inc. 100 Quentin Roosevelt Blvd Garden City, NY 11530

ABB Inc. 11600 Miramar Pkwy Hollywood, FL 33025

ABS Nautical Systems 16855 Northchase Drive Houston, TX 77060

Alfa Laval (Thailand) Ltd 222 Krunghep Kreetha Road Hauamark, Bangkapa Bangkok 10240 Thailand American Diesel & Ship Repairs, Inc. 604 Time Save Avenue New Orleans, LA 70123 CG International, Inc. 1958 Westfield Avenue Scotch Plains, NJ 07076

Coleman Supply Company 989 Morrison Drive PO Box 21818 Charleston, SC 29403

Crescent Towing & Salvage Co., Inc. PO Box 2704 Savannah, GA 31401

Detyens 1670 Dryrock Avenue Building 236 Suite 200 North Charleston, SC 29405

DNV Petroleum Service Pte Ltd. 27 Changi South Street 1 Singapore 486071

DNV Petroleum Service Inc 318N. 16th Street La Porte, TX 77571

Dormac(Pty) Ltd. 1 Belfast Road PO Box 12568 Burban, South Africa Electronic Services 590 East Dayson Drive Fairborn, OH 45324

Hiller Systems, Inc. Frederick Robinson, Esq. PO Box 91508 Mobile, AL 36691 IMS International Ltd. 2881 East Oakland Park Boulevard Fort Lauderdale, FL 33306

Interocean Ecffelon Plaza 302 Harper Drive Suite 200 Moorestown, NJ 08057 Key Equipment Finance, In 66 South Pearl Street Albany, NY 12207

Kristensons-Petroleum Inc 128 Broad Street 2nd Floor Red Bank, NJ 07701

Main Industries, Inc. 107 E. Street Hampton, VA 23661 Man Diesel S.A.S. Avenue de Catonay(port 7) BP 427 44615 Saint-Nazaire Cedex France

Marine Inc. 609 Talleyrand Avenue Jacksonville, FL 32202

McAllister Towing of Charleston 1120 North Point Drive North Charleston, SC 29405 Morco Refrigeration Service Inc. 1466-B State Road Summerville, SC 29484

PPG Industries(Singapore)
Pte Itd.
4 Gul Drive
Singapore 629456

Precision Solutions Incorporated 34 Village Street Manchester, CT 06040-6532

Seacoast Electronics, Inc 240 Talleyrand Avenue Jacksonville, FL 32202 Southern Elevator Company 130 O'Connor Street PO Box 36006 Greensboro, NC 27416

State Board of Equalization 450 N Street, MIC:48 PO Box 942879 Sacramento, CA 94279

Tencarva Machinery Company PO Box 409897 Atlanta, GA 30384

Tencarva Machinery Co. Jay A Press, Esq. 115 Broad Hollow Road Suite 350 Melville, NY 11747

Universal Marine Electric Co. Inc. PO Box 266-923 Houston, TX 77207

US Customs and Border Protection PO Box 70946 Charlotte, NC 28272 US Department of Homeland Security 1430A Kristina Way Chesapeake, VA 23326 Wartsila L.O.C. PO Box 32785 Dubai United Arab Emirate Washington International US Customs Ins. Company 1200 Arlington Heights Rd Suite 400 Itasca, IL 60143

Westfalia Separator Inc. PO Box 12042 Newark, NJ 07101 Worldwide Diesel Power 732 Parker Street Jacksonville, FL 32202

ADP Payroll 1700 Walt Whitman Road Melville, NY 11747 All American Transport 739 Dogwood Avenue West Hempstead, NY 11552

All Star Limousine 739 Dogwood Avenue West Hempstead, NY 11552

Atlas Shipping COrp. 100 Quentin Roosevelt Blv Garden City, NY 11530

B&B Coverage LLC 1 East Lincoln Avenue PO Box 1210 Valley Stream, NY 11582 Cablevision PO Box 9256 Chelsea, MA 02150-9256

CDW Direct LLC PO Box 75723 Chicago, IL 60675 Citibank Business Bank Loan Ops 100 Citibank Drive San Antonio, TX

Diners Club PO Box 6009 The Lakes, NV 89163 Dover Shipping Corp 100 Quentin Roosevelt Blv Garden City, NY 11530 Emerge Technology 17 Brandywine Drive Deer Park, NY 11729 Empire Healthchoice HMO PO Box 11532A New York, NY 10286

FMC Management Corp. PO Box 9019 Hicksville, NY 11802 Merchants Insurance Group Po Box 4031 Buffalo, NY 14240

National Retirement Services, Inc. File 56732 Los Angeles, CA 90074-6732 National Retirement 2838-F Queen City Drive Charlotte, NC 28208

New York State Insurance Fund Workers Compensation PO Box 4788 Syracuse, NY 13221 One Communications Dept 284 Po Box 80000 Hartford, CT 06180

Oxford Health Plans PO Box 1697 Newark, NJ 07101 Remote Reporting 2407 Newman Road Mount Pleasant, WI 53406

Shipnet 53 Water Street Norwalk, CT 06854

Staples PO Box 689020 Des Moines, IA 50368

State Board of Equalization 450 N Street, MIC:48 PO Box 942879 Sacramento, CA 94279 Stewart Shipping Corp. 100 Quentin Roosevelt Blv Garden City, NY 11530 Sun Life and Health Insurance Box No 6168 Carol Stream, IL 60197 T-Mobile PO Box 790047 Saint Louis, MO 63179-0047

TradeWinds
Marine Building East
70 Seaview Avenue
Stamford, CT 06902

Union Central Life Ins. 1876 Wacross Road Station 12 Cincinnati, OH 45240

United Healthcare AARP Medicare Rx Preferred PO Box 5840 Philadelphia, PA 19101 United Healthcare PO box 8220 Philadelphia, PA 19101-8220

US Postal Service 185 W John Street Hicksville, NY 11801 Voda Networks, Inc. PO Box 3085 Hicksville, NY 11802-3085

A.A. Electricals Sets Repair PO Box 55323 Dubai, UAE A.M. Trading PO Box 3274 Dubai, UAE

AKA Trade Building PO Box 51248 Dubai, UAE Al Khoory PO Box 256 Dubai, UAE

Al Shabia Engineering PO Box 22186 Sharjah, UAE

Atlas Worldwide, Ltd. 10Toh Guan Rd Singapore Consilium Middle East PO Box 8018 SAIF Zone Sharjah, UAE DMI PO Box 8807 Dubai, UAE

Elcome International PO Box 1788 Dubai, UAE Elcome Marine G-3 Arihant Bldg Ahmedabad, St. Mumbai

Gulf Oil Marine Limited 3 Lockhart Road 25th Floor Wan Chai, Hong Kong

Jijibila PO Box 19349 Dubai, UAE

Middle East Express PO Box 622 Sharjah, UAE Noble Denton PO Box 12541 Dubai, UAE

Safety Marine PO Box 40269 Sharjah, UAE Serck Services PO Box 5834 Sharjah, UAE

Seven Seas Shipchandlers PO Box 5592 Dubai, UAE

Tile Marine PO Box 33296 Dubai, UAE

Total UAE LLC PO box 14871 Dubai, UAE

Truebell Marketing & Trading LLC PO box 4146 Sharjah, UAE UAE LLC PO Box 14871 Dubai UAE Viking Enterprises Co., 1-9 Isogami-Dor i 6-Chome Chuo-Ku, Kobe 651-0086 Kobe, Japan

Wartsila LLC PO Box 32785 Dubai, UAE Abdul kader Kordoughli PO Box 1897 Lattakia, Syria

AND Group PLC Tanners Bank North Shields, Tyne and W NE30 1JH United Kingdom Applied Weather Technology 158 Commercial Street Sunnyvale, CA 94086

Blue Sea Capital 62 Southfeld Avenue Building 2 Suite 214 Stamford, CT 06902 Briarcliffe ltd. Loan c/o Akin Gump Strauss Hauer & Feld LLC 1 Bryant Park New York, NY 10036-6715

C.R. Cushing & Co., Inc. 30 Vessey Street 7th Floor New York, NY 10007

CAI International Inc. One Embarcadeo Center Suite 2101 San Francisco, CA 94111

Comet Shipping Nigeria Lt c/o Michael J Carcich Wall Street Plaza 88 Pine Street 7th Fl New York, NY 10005 Consilium PO Box 8018 SAIF Zone Sharjah, UAE

Container Applications Limited One Embarcadero Center Suite 2102 San Francisco, CA 94111

Crew Wages-MV Caterina c/o Engima Shipping Liberia

Dan Bunkering Itd. Strandvejen 5 PO Box 71 DK05500 Middelfart Denmark Descartes Systems(USA)LLC Power Ferry Business Park Suite 520 Building 500 2030 Powers Ferry Road SE Atlanta, GA 30339

Elcome International Dubai Investments Park PO Box 1788 Dubai, UAE GE Seaco Charleston 215 East Bay Street Suite 403-C Charleston, SC 29401

Groupe Eyssautier c/o Budd S.A. Marseille 7 Rue Bailli De Suffren 13001 Marseille, France Hiller Systems, Inc. PO Box 91508 Mobile, AL 36691

Intercargo S.A. Q. Asatique Av. Des Payans BP Bujunbra Interpool Limited 211 College Road East Princeton, NJ 08540

Interpool, Inc. Princeton, NJ 08540 James J. Flanagan Stevedores 595 Orleans Suite 1500 Beaumont, TX

Keraba and Bayo Freight Transport PO Box 2075 Addis Ababa, Ethiopia Legge Farrow Kimmit McGrath & Brown 6363 Woodway Suite 400 Houston, TX 77057

Lilo Transport P.L.C. Bada Street House No. 19-23 Asmara, Eritrea Mercur International for Development Co Ltd. Hameau de la Manterne 2 7890 Ellezelles, Belguim

Multistar Tank Leasing Company LLC 18333 Egret Bay Boulevard Suite 410 Houston, TX 77058

Wall Street Plaza 88 Pine Street, 7th Floor New York, NY 10005

Potomac Maritime 1729 Wisconsin Avenue 2nd Floor Washington, DC 20007

Rhine Marine PO Box 86710 Dubai, UAE

Nicoletti Hornig &

Sweenev

Saeed Marine PO Box 50636 Dubai, UAE

SDV Ghan Limited c/o Weber Gallagher Simpson Stapleon Fires & 2000 Market St. 13 Fl. Philadelphia, PA 19103

Sea Castle Container Leasing 1 Matnard Drive Park Ridge, NJ 07656

Sea Pride Enterprises Comboni Street PO Box 76 Port Sudan, Sudan

Seven Sea Shipchandlers PO Box 5592 Dubai, UAE

Sigma Paints PŎ Box 52781 Duabi, UAE

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